

COLLECTIVE BARGAINING AGREEMENT

CITY OF LEESBURG

AND

PROFESSIONAL FIREFIGHTERS OF LEESBURG

LOCAL 2957, IAFF.,

AFL-CIO-CLC

October 1, 2011 thru September 30, 2014

ARTICLE 1	RECOGNITION	1
ARTICLE 2	MANAGEMENT RIGHTS.....	1
ARTICLE 3	UNION RIGHTS	1
ARTICLE 4	EMPLOYEE RIGHTS	2
ARTICLE 5	STRIKES.....	3
ARTICLE 6	COMPENSATION	3
ARTICLE 7	HOURS OF WORK/OVERTIME	5
ARTICLE 8	WORK SHIFT	6
ARTICLE 9	PAID TIME OFF	6
ARTICLE 10	HOLIDAYS	10
ARTICLE 11	WORKING OUT OF CLASSIFICATION	11
ARTICLE 12	COMPENSATION WHILE INJURED.....	12
ARTICLE 13	JOB RELATED PHYSICIAN'S VISIT	12
ARTICLE 14	PHYSICAL EXAMINATIONS	12
ARTICLE 15	SUBSTANCE ABUSE POLICY	13
ARTICLE 16	ASSIGNMENT DURING DISABILITY	14
ARTICLE 17	LEAVE OF ABSENCE WITHOUT PAY.....	14
ARTICLE 18	JURY DUTY.....	15
ARTICLE 19	FUNERAL LEAVE	15
ARTICLE 20	TUITION REIMBURSEMENT.....	15
ARTICLE 21	EDUCATIONAL LEAVE.....	16
ARTICLE 22	EDUCATIONAL SUPPLEMENTAL COMPENSATION.....	17
ARTICLE 23	CALL BACK PAY.....	17
ARTICLE 24	CLOTHING ALLOWANCE.....	18
ARTICLE 25	RETIREMENT PLAN.....	18
ARTICLE 26	INSURANCE	18
ARTICLE 27	SENIORITY	19
ARTICLE 28	PROBATIONARY PERIOD	20
ARTICLE 29	WORK RULES.....	20
ARTICLE 30	BULLETIN BOARDS	21
ARTICLE 31	SHIFT EXCHANGES.....	21

ARTICLE 32	UNION DUES	22
ARTICLE 33	PROMOTION.....	22
ARTICLE 34	GRIEVANCE AND ARBITRATION PROCEDURE	25
ARTICLE 35	NOTICE	29
ARTICLE 36	SANITATION, MAINTENANCE AND UPKEEP	29
ARTICLE 37	OFF DUTY EMPLOYMENT	30
ARTICLE 38	UNIFORM OF THE DAY	30
ARTICLE 39	LOCKER SPACE.....	31
ARTICLE 40	EMPLOYEE PARKING	31
ARTICLE 41	REPRODUCTION OF AGREEMENT	31
ARTICLE 42	SEVERABILITY	31
ARTICLE 43	TRANSPORTATION	31
ARTICLE 44	UNION MEETINGS	32
ARTICLE 45	COMPANY SURVEYS.....	32
ARTICLE 46	COMPLETE AGREEMENT	33
ARTICLE 47	DURATION	33
APPENDIX A-1 (PAYROLL DEDUCTION AUTHORIZATION).....		35
APPENDIX A-2 (PAYROLL DEDUCTION REVOCATION).....		36
APPENDIX A-3 (PTO ACCRUAL RATES).....		37
APPENDIX A-4 (GRIEVANCE FORM, STEP ONE).....		38
APPENDIX A-5 (GRIEVANCE FORM, STEP TWO).....		39
APPENDIX A-6 (GRIEVANCE FORM, STEP THREE).....		40

Article 1

Recognition

1.1 The City recognizes the Union's status by virtue of Florida Statutes, Section 447.307 and its certification by the Florida Public Employees Relations Commission in Case No. OR 86 250. In consequence thereof, the City recognizes the Union as the exclusive collective bargaining representative of all sworn firefighters in the classification of Firefighter/Engineer, Fire Inspector, Fire Lieutenant, Firefighter, Firefighter Apprentice and excluding all sworn firefighters in the classifications of Fire Chief, Division Chief, Fire Chief's Administrative Assistant, Battalion Chief and all other employees of the City of Leesburg.

1.2 The City agrees that any employee hired into one of above-referenced classifications will be covered in all aspects by the provisions of this collective bargaining agreement and shall enjoy all rights and privileges afforded by this agreement without restriction.

Article 2

Management Rights

2.1 It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Fire Department, to set standards of services to be offered to the public, to exercise control and discretion over the operations of the City of Leesburg Fire Department and to direct its employees in that Department.

Article 3

Union Rights

3.1 **Stewards:**

- a. The City recognizes the right of the Union to designate a steward for each shift. The Union will keep the City advised in writing of the name of such steward or stewards.
- b. The steward is authorized and empowered to represent the Union in dealing with the City in the administration of this Agreement.
- c. A Union steward shall be an employee in the bargaining unit who has satisfactorily completed his probationary period.
- d. The Union recognizes that a Union steward is not entitled to any specific benefit or treatment because of his role as a steward.

e. The activities of a Union steward shall be performed during non-working hours except as specifically provided herein. Non-working hours shall include lunchtime, break time and hours after 5:00 p.m.

f. A Union steward may investigate, handle or adjust a formal grievance during working hours under the following conditions:

1. Such activity will be conducted with a minimum of interference with normal work.

2. In no event will it be done beyond the conclusion of his normal shift, and will only be on a regular rate of pay status.

3. He shall first obtain permission before conducting an investigation during working hours from the Chief.

4. He shall not leave the stations.

g. A Union steward shall not spend an unreasonable amount of time investigating a grievance or performing other duties for the Union. The Chief shall have the right to request of the Union that it stop any excessive activity of the Union steward and/or replace the employee with another employee as steward.

3.2 Off Shift Visitation:

Where, in the opinion of the City, it is reasonable and necessary for a local Union Officer, other than an employee on shift to enter upon the City's property or buildings to investigate a previously filed grievance, such agent shall first secure permission from the Chief, or his designee in his absence, and may then set/select a mutually satisfactory date and time for the visit.

3.3 General:

a. Each employee covered by this Agreement shall have the right to steward representation, if he so desires, in any meeting where disciplinary action of a written nature is to be taken.

Article 4

Employee Rights

4.1 An employee shall have the right to join or refuse to join in Union activity without interference or intimidation by either the City or the Union.

4.2 There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in the Union, or by the Union because of any employee's lack of such activity or membership.

4.3 The Union agrees that no employee will solicit Union membership during working hours. Working hours shall exclude regularly scheduled break times including lunchtime, break time and hours after 5:00 p.m.

Article 5

Strikes

5.1 The City shall have the right to discipline up to and including discharge any employee who instigates, participates in or gives leadership to any strike, sit-down, stay-in or slowdown of Leesburg public safety employees while employed by the City, and will not be involved with any curtailment of work or restriction of service or interference with the operations of the City, during the terms of this Agreement.

Article 6

Compensation

6.1 Unit employees shall be paid base compensation within the following ranges:

Firefighter: \$11.75 per hour (minimum) to \$16.98 per hour (maximum)

Firefighter/PM: \$13.54 per hour (minimum) to \$18.77 per hour (maximum)

Firefighter/ Engineer: \$13.63 per hour (minimum) to \$19.75 per hour (maximum)

FF/Eng/PM: \$15.42 per hour (minimum) to \$21.53 per hour (maximum)

Fire Lieut/Inspector II: \$22.29 per hour (minimum) to \$32.73 per hour (maximum)

Fire Lieutenant: \$16.45 per hour (minimum) to \$23.91 per hour (maximum)

Fire Lieut/PM: \$18.24 per hour (minimum) to \$25.69 per hour (maximum)

6.2 A current unit employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

6.3 An employee hired into the unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of

his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

6.4 The City's classification and pay plan does not apply to unit employees; base compensation of employees is governed exclusively by this Article 7.

6.5 Each unit employee will be evaluated approximately six months after his first day of work. Annual evaluations will occur thereafter on or about the anniversary of the initial employment date. Documents used and prepared in the process of evaluation shall be of the City's choosing, and may be modified at the City's discretion. If in any fiscal year the City considers the entirety of the general fund non-union-represented workforce for merit increases, the same consideration shall apply to unit employees.

6.6 Each unit employee shall receive additional shifts of paid time off based on longevity. The days shall be awarded as follows:

6 years of service	1 additional shift
10 years of service	2 additional shifts
12 years of service	3 additional shifts
16 years of service	4 additional shifts

These days shall be used each year and not rolled over to the next calendar year. The days shall be accrued in the employee's FLSA time bank.

6.7 Paramedic incentive pay shall be \$5,000. To receive such pay, unit personnel assigned as paramedics must maintain their paramedic certifications.

6.8 The City's Enterprise Performance Incentive Program (hereinafter "EPIP") will determine the availability of funding for raises. If the program determines funding is available for General Fund Employees, unit employees shall receive a bonus of up to 2% of pay. If EPIP determines a bonus shall be awarded to non-unit General Fund employees less than 2%, unit employees shall enjoy the full amount of that bonus. In order to qualify for the bonus, an employee must have received a "meets expectations" rating on their most recent performance evaluation. The bonus will be paid concurrent with the bonus payments for other non-unit employees. Unless negotiated otherwise, this bonus system shall revert to the previously agreed-to structure for merit raises after September 30, 2014. That structure provides for 3% annual raises for all unit employees who receive a "meets expectations" evaluation, and up to 5% for "exceeds expectations".

6.9 Until September 30, 2014, "Evaluation Days" shall be awarded to unit employees consistent with that of other non-unit employees.

Article 7

Hours of Work/Overtime

7.1 The regular work schedule for members of the bargaining unit shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

7.2 Pursuant to section 7(K) of the Fair Labor Standards Act ("FLSA"), the parties have selected a fourteen (14) day work period for FLSA overtime purposes.

7.3 The "24" on "48" off work schedule results in a scheduled 2912 hours per year for combat personnel. During the term of this Agreement, unit personnel shall be entitled to six (6) FLSA paid personal days off per calendar year. These FLSA personal days reduce the scheduled hours in the yearly schedule to 2768 hours. Unit personnel must use the FLSA six (6) paid personal days off in the applicable calendar year. Unit personnel can be ordered by the Fire Chief to use the FLSA paid personal days, if necessary. Requests for days off shall be directed to the Fire Chief and shall be made at least forty-eight (48) hours in advance of the beginning of the day off. The Fire Chief shall have the final authority to approve or disapprove all requests for days off. The FLSA paid personal days off shall not be granted when to do so would create an overtime expense for the City.

7.4 In order to avoid fluctuating paychecks, the City agrees to pay each member of the bargaining unit for 112 hours at his then current hourly rate in each of the twenty-six (26) pay periods. This results in payment for 2912 hours per year. The payment for 2912 hours per year includes payment for FLSA overtime hours in the work cycle.

7.5 An employee shall be required to work overtime when ordered

7.6 For the purposes of the computation of overtime compensation, the following shall not be deemed hours worked, namely vacation time, holiday time, sick leave, funeral leave, jury duty, time spent in school or class on the employee's own initiative and any other time paid but not worked.

7.7 Unused FLSA paid personal days shall be prorated upon separation from City employment for whatever reason.

Article 8

Work Shift

8.1 Shift starting times and shift rescheduling are exclusively the prerogative of the City. However, an employee shall be given reasonable advance notice of any change in his regularly scheduled hours except in the event of an emergency.

8.2 The starting time for unit employees shall normally be 8:00 a.m. However, in the event the City decides to change the start time and/or the shift schedule, they shall be changed accordingly and the Union shall be so notified in writing.

8.3 The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be reserved for training, equipment maintenance, scheduled work assignments, and station cleaning. During these, and all other hours on duty, unit members shall maintain a state of readiness for emergency call response and special assignments.

Article 9

Paid Time Off

9.1 The City furnishes paid time off (PTO) to all full-time unit employees. PTO is to be used for vacation, medical absence leave and other paid leave for the purposes set forth below.

Eligibility/Administration

9.2 PTO is granted for personal time off (vacation or leisure time), personal illness, injury, pregnancy or a serious illness in the employee's immediate family (medical absence). Immediate family for this purpose is defined as spouse, children or other dependents living in the household. In addition, upon approval of the Fire Chief, PTO may also be used for the serious illness of the employee's mother, mother-in-law, father or father-in-law. In any situation in which a medical absence will exceed two shifts due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to the eligibility for PTO.

9.3 In addition to an employee's own earned PTO time, all unit employees who have completed six months of employment are eligible for participation in the PTO Exchange Program.

9.4 Newly hired employees accrue PTO entitlement, but are not permitted to take PTO leave during their first six months of service.

9.5 PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

9.6 PTO entitlement will not accrue once an employee has reached the maximum accrual permitted.

9.8 During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.

9.9 Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

9.10 A supervisor, with the concurrence of the Battalion Chief or Fire Chief, may send an employee home due to illness without recourse in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO. If the employee does not have a sufficient balance in his PTO or other leave bank, this time shall be charged as leave without pay.

9.11 All accruals formerly known as sick leave banks or long term banks will be frozen on the date this article becomes effective, and must be used in the event of need for medical absence leave as defined in this article until exhausted before any other available benefit is used for that purpose.

9.12 PTO leave shall be scheduled and taken as approved by the employee's shift supervisor. PTO time shall be requested in writing, in advance, and may be denied if not timely made, if granting PTO would leave the City understaffed or if scheduled work cannot be performed in the absence of the employee.

9.13 Annual PTO date selection shall be based upon rank and years of service (in that order). Preference in selection of other leave dates will be granted by the shift supervisor on a first request basis.

9.14 If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

9.15 No pay advance will be permitted prior to an employee taking PTO.

9.16 PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken, exclusive of any other factors.

9.17 An employee may take accrued PTO or comp time in increments of at least four (4) hours and less than twenty-four (24) hours, at the discretion of, and when approved by the shift commander. The Fire Chief has final authority to approve or disapprove PTO leave and may exercise that authority when appropriate. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

PTO Sell Back

Accrual

9.18 PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates:

See Attachment "A"

Maximum Accrual Permitted

9.19 Unused PTO may be accrued to a maximum of 904 hours.

9.20 Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

- a. The employee must complete a written request in a form acceptable to Human Resources.
- b. A maximum of two hundred, twenty-four (224) hours may be sold back to the City in any one fiscal year.
- c. A minimum of eight (8) hours must be sold on each occasion.
- d. An employee may only sell to the City the same number of hours (or less) of PTO and/or FLSA time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell-back.
- e. Employees may exercise this option a maximum of two (2) times a fiscal year.
- f. Payment may be made in cash (in the employees next regular paycheck) or in a contribution to the employee's ICMA account, subject to any applicable plan limitations.

PTO Donation and Exchange Policy

9.21 The City has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All permanent full-time and part-time employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

- a. Donated PTO hours are to be used for illness, accident, injury or maternity only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same household.)
- b. Employees are only eligible to receive a maximum of twelve (12) weeks of donated PTO leave per twelve (12) month rolling period. (Example: once 12 weeks have been used, the employee is not eligible to use donated sick leave until 12 months have passed.)

c. Donations shall come from the Long Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.

d. Any employee shall be eligible to request the assistance of donated PTO leave when:

1. All accumulated leave and comp time has been exhausted; and
2. The employee has been absent for at least 14 consecutive calendar days in either paid or unpaid leave status.

e. Employees who have been instructed by a physician to return to work on a limited basis (such as every other day or less than eight hours) shall be eligible for PTO donations provided they otherwise qualify pursuant to paragraph "e" above.

f. Each request for assistance from the PTO exchange program must be VERIFIABLE. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury.)

g. PTO shall not accrue while an employee is receiving donated PTO leave.

h. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO donations/leave.

i. Any employee wishing to donate PTO leave will need to complete the necessary form in the Human Resources Department allowing a transfer of PTO leave from their account to the needy party's account.

j. All donations must be in even amounts. (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)

k. The minimum donation allowed shall be four (4) hours.

l. The hours donated will not be taken from the donor's account until they are actually used.

Leave in "Good Standing"

9.22 To leave in "good standing" an employee is expected to provide the City with a minimum of two weeks' written notice; return all City equipment and keys in good condition ordinary wear and tear excepted; provide the City with a forwarding address; and complete an Exit Interview with Human Resources.

Benefits on Termination

9.23 Any employee who leaves in good standing shall be entitled to payment of up to 504 hours of accumulated PTO/LTB. Any employee who leaves employment due to retirement or death shall be

entitled to payment of up to 704 hours of accumulated PTO/LTB. For the purpose of this section, "retirement" shall mean anyone who leaves employment who qualifies for retirement benefits under the City's retirement plan. Employees who are involuntarily terminated from employment shall not be eligible for payout of accumulated leave.

Article 10

Holidays

10.1 The City observes the following holidays for employees:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	Personal Leave Day
Martin Luther King's Birthday	

In the event the City declares a day to be a City-wide holiday, such day shall be treated for the purposes of this Article as a holiday.

10.2 Pay for the holiday shall be for twelve (12) hours at the eligible shift employee's straight time hourly rate.

10.3 If any employee is required to work any hours on a holiday, he shall receive pay at his regular straight time hourly rate for all time worked.

10.4 If an employee otherwise eligible is scheduled for work on any such holiday but fails to report or perform his scheduled or assigned work, he shall forfeit holiday pay for the unworked holiday unless he has failed to perform such work because of illness or death in the immediate family or because of similar good cause as evidence by written certification of a physician or other proof if requested by the City.

10.5 Since the necessity exists within the Fire Department of some employees to work on holidays, the Chief may require an employee to work on a holiday.

10.6 An employee eligible for holiday pay is a full time employee who:

- a. Performs work in the pay period in which the holiday is observed or performs work in the pay period in which the day selected in lieu of the holiday falls;
- b. Is on vacation the day on which the holiday occurs, and

- c. Works as scheduled or assigned both on his last scheduled work day prior to and his first scheduled work day following the day on which the holiday is observed or the day selected in lieu of the holiday unless he has good cause as evidenced by written certification of a physician or other proof if requested by the City.

10.7 Holiday pay shall not be considered as hours worked for the purposes of calculating overtime.

10.8 The Personal Leave Day:

- a. The personal leave day shall continue to be recognized as a full shift away from work, on the following condition:

- 1. The employee's request for a personal leave day off shall be made to the Shift Commander, at least forty-eight (48) hours in advance of the beginning of the day off. The Fire Chief has the final authority to approve or disapprove the personal day off, and may exercise that authority when appropriate.

- 2. The request shall not be granted for, among other reasons, when to do so would create an overtime expense to the City.

- b. The Personal leave day shall for all other purposes be treated as any other paid holiday.

- c. An employee whose request for his annual personal leave day is granted shall not receive the pay set forth in Section 13.2.

- d. In lieu of actually taking time off from work, an employee may take payment for any accrued personal leave day. No more than three (3) personal leave days may be deferred and accrued during the term of this Agreement. Should an employee not request payment, any personal leave days in excess of three (3) as of December 31 of any year are abandoned.

Article 11

Working Out of Class

11.1 A unit employee who is temporarily assigned to a position higher than his normal job classification shall receive his/her base rate for the first 24 consecutive hours of work, and, thereafter, if such assignment continues on a consecutive shift or shifts or on the employee's next regularly scheduled shift or shifts, such employee shall be paid \$1.00 per hour above his/her base rate for the hours worked in such higher classification.

11.2 No employee in his/her first six months of probation shall work out of classification as a firefighter/engineer. To be eligible to work out of classification, a probationary firefighter past the first six months of probation shall have completed his/her probationary training package found in Department SOPs.

Article 12

Compensation While Injured

12.1 Unit employees who, because of an injury covered by the Florida Workers' Compensation Law, are required to be away from work will receive full salary during the time they are required to be away from work because of such injury. During such time they will also accrue Paid Time Off (PTO). During such time light duty is mandatory if assigned. All wage loss benefits received during such time shall be endorsed and delivered to the City.

12.2 Any unit employee who is required to be away from duty because of an injury not covered by the Florida Workers' Compensation Law may be assigned light duty at the discretion of the City. For such duty he shall receive compensation per hour at his normal hourly base rate. Such employee will accrue PTO during such light duty.

Article 13

Job Related Physician's Visit

13.1 An employee injured during his shift will be paid for the hours lost while receiving medical care for the shift he was injured, if the attending physician recommends that the employee not complete the balance of the shift. His pay for time not worked shall not be considered hours worked for the purposes of calculating overtime

Article 14

Physical Examinations

14.1 Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines as established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee. The physician selected by the City shall provide to the City a report indicating the employee's fitness for duty, or lack of fitness for duty only.

14.2 An employee shall achieve and maintain a state of personal physical condition that allows him to perform all aspects of the job description promulgated by the City for his job or rank. The current job description may be changed due to the requirements of the federal Americans with Disabilities Act of 1990.

14.3 If the City has reason to believe that an employee is not able to perform all aspects of his job because of a reason related to his personal physical or mental condition, the City may order an employee to be examined by a physician.

14.4 In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Chief, or his designee.

14.5 In the event an employee disagrees with the material recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the Union shall agree on a third physician within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness exercise program shall be binding on the City, the Union, and the employee. His expense shall be equally divided between the City and the Union.

14.6 No employee shall be ordered to participate in a City provided physical fitness program without first having a physician conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, a blood chemical profile, and a SMAC test.

14.7 If the City-selected physician determines that an employee is permanently unable to execute the regular duties of a firefighter, but the City considers the employee to be qualified by reason of his training, education, or experience to perform in some other position or job with the City, the City may offer the employee the opportunity to seek such a full time position within five (5) months of the date of the medical decision determining the employee's unfitness for duty as a firefighter. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a firefighter and for whom another position cannot be found may be terminated.

Article 15

Substance Abuse Policy

15.1 The Union accepts the City of Leesburg Drug Free Workplace Policy ("Policy") approved by the City Commission on May 28, 1991 and in effect from November 20, 1991, as it may be amended.

Article 16

Assignment During Disability

16.1 In the event an employee is injured, whether on-the-job work related, covered or not covered by workers' compensation or otherwise, he shall be returned to the City's active, paid, full-time duty status without work restrictions only upon delivery and acceptance by the City of a doctor's release clearly stating that the employee is capable of performing all elements of the job duties in which he was classified prior to his medical leave of absence. The City shall have the prerogative of determining the sufficiency of the release.

16.2 If any doubt exists concerning the employee's current ability to return, the City may require that the employee be examined by a doctor of its selection to determine the medical status of the employee. The employee shall cooperate with the City in its efforts to obtain a second opinion. This second opinion shall be at the expense of the City.

16.3 There shall be no light duty status allowed an employee, unless at the City's sole discretion, it determines it has light duty work opportunity within the Fire Department or some light duty or regular work in another department of the City. Any light duty assignment shall be considered temporary, may be ended at the will of the City at any time, and shall not be subject to the grievance/arbitration provisions of this Agreement. An employee who is not capable of performing all elements of the job duties shall not be placed on either active paid full-time duty status or on temporary or part-time status or on some other job except as herein provided.

16.4 Unit employees who, while restricted from performing their assigned duties by an injury covered by worker's compensation, and who are working on light duty status, shall receive their salary without interruption. Sick and vacation leave accrual shall remain unchanged. Any light duty available, offered, and able to be performed by the injured employee shall be completed as required by the Fire Chief. Any and all worker's compensation benefits received by the injured employee must be signed over to the City of Leesburg upon receipt.

Article 17

Leave of Absence Without Pay

17.1 All leaves of absence without pay shall be granted in accordance with the City's current published policy on Leave of Absence as found in the City's Personnel Policies in effect as of the date of ratification.

Article 18

Jury Duty

18.1 An employee serving on jury duty shall be granted time off with pay and paid the difference between the amount received from the court and his regular hourly rate of those hours he would have been scheduled to work.

18.2 The maximum period for this reimbursement shall be two (2) calendar weeks.

18.3 If an employee is released from jury duty within four (4) hours before his normal quitting time for that shift, he shall be required to report to his station for completion of his shift within one (1) hour of his release from jury duty.

18.4 Paid jury duty time shall not be considered hours worked for the purposes of calculating overtime.

Article 19

Funeral Leave

19.1 When a death occurs in a full-time employee's immediate family, defined as the employee's legal spouse, mother, father, legal guardian, mother-in-law, father-in-law, son, daughter, brother, sister, grandparents, grandchildren or other dependents living in the same household, the employee upon request may be excused and paid for 24 hours to attend the funeral. Employees may when necessary use sick leave or vacation leave to extend funeral leave for a death out of state.

19.2 An employee will not receive funeral pay when it duplicates pay received for time not worked for any reason

19.3 Paid funeral leave shall not be considered hours worked for the purposes of calculating overtime.

Article 20

Tuition Reimbursement

20.1 The City will reimburse an employee attending courses for the cost of tuition, books and fees in accordance with the current section of the City Personnel Policy entitled "Educational Funding Program" Sections 401.2-401.3 and any amendments to those sections which may take place. If the employee does not receive a passing grade of "C" or above in a course/class which issues a letter grade, the employee must reimburse the City for the course prior to being eligible for further tuition reimbursement consideration. If the employee is enrolled in a course/class which requires "pass or fail" criteria the employee must demonstrate evidence of "passing" the course. If the employee "fails" the

course or receives a letter grade below a "C" the employee will reimburse the City for the cost of the class. If an employee "fails" a course or class and wishes to re-take it the City will pay the cost of tuition, books, and fees in accordance with City Personnel Policy, if the employee has reimbursed the City in its entirety for the failed course.

20.2 All tuition, books and fees reimbursement require prior approval of the Chief and are subject to availability of funds.

Article21

Educational Leave

21.1 If an employee is directed by the City to enroll in a course, the City shall pay the time spent in attending the course. The Chief shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any leave time.

21.2 If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Chief. Approval of such application must be made by the City Manager. An employee may request to use comp time or leave time to attend courses not required by the City.

21.3 If an employee elects to enroll in a job related academic course sponsored by the Florida State Fire College, and the approval for the reimbursement of the cost of tuition, books and fees in accordance with the City's Educational Assistance Policy has been obtained, the employee may request, through the Chief, time off to attend the course. With the Chief's approval, the employee may attend such course while on duty without a loss of pay, provided he reports back to duty at the conclusion of the class and reports to work for the balance of the shift. When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid up to eight hours at straight time for all hours spent attending class.

21.4 If an employee elects to continue his certified status as an EMT or Paramedic, and such continuation is approved by the Chief in writing, he may attend such formal classes on a scheduled work day without loss of pay provided he reports to work at the conclusion of his class schedule and work for the balance of his shift. On days when such classes are scheduled but he is not scheduled to work, he shall receive his regular straight time pay for all hours spend attend such classes.

Article 22

Educational Supplemental Compensation

22.1 The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

22.2 Educational differential pay shall not be considered part of the regular hourly rate of any employee.

22.3 Employees may be granted Internet access via the Department's computers for the purpose of continuing their education in fire related fields. Such access shall be subject to the following conditions:

- a. The employee agrees to comply with the City of Leesburg's Internet Policy which is attached to this collective bargaining agreement as Appendix "C".
- b. Internet courses must be approved in advance by the Fire Chief.
- c. Internet access for the above purposes shall not be during normal duty hours, i.e., 8:00 a.m. to 5:00 p.m. Monday through Friday.
- d. During emergency situations, Internet access can be denied by the Fire Chief.

Violation of any of the above conditions shall be grounds for disciplinary action.

22.4 An employee may take accrued vacation or comp time in increments of not less than two (2) hours to attend an academic class away from the Fire station. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

Article 23

Call Back Pay

23.1 An employee called back to work to perform unscheduled, unforeseen or emergency work after leaving the station area at the conclusion of his scheduled work shift shall receive a minimum of two (2) hours pay at his regular hourly rate.

23.2 This benefit shall not apply when an employee is called back early to his regular shift and works continuously from the time of reporting into his regular shift.

23.3 Only such hours actually worked shall be included in calculating overtime hours, if any, in a work period.

Article 24

Clothing Allowance

24.1 The cost and maintenance of wearing apparel, furnished by the City shall be paid by the City. The City will replace, at its cost, such items when, at the discretion of the City, such replacement is considered necessary. The employee shall pay for the replacement of negligent damage to or lost articles.

24.2 The cost of laundering all uniforms with the exception of "T" shirts and shorts shall be that of the City.

24.3 Upon termination of employment, the wearing apparel will be surrendered by the employee in like condition as when issued, reasonable wear and tear is expected.

24.4 If safety shoes are required to be worn by the City, the City shall pay up to one-half of the cost of a pair of steel-toed safety shoes for the use by the employee while on duty up to a maximum of \$200.00 cost to the City not more often than every twelve (12) months upon receipt of evidence of payment by the employee and verification that the shoes are in fact safety shoes.

Article 25

Retirement

25.1 The City shall continue to contribute monthly into the municipal firemen's retirement plan for the City of Leesburg on each employee covered by this Agreement in accordance with requirement of the Plan, and with the approval of the City Commission.

Article 26

Insurance

26.1 The City will make available health insurance, life insurance and accidental death and dismemberment insurance benefits on a group basis to unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including executive staff. The City shall have the same rights with respect to unit employees to make, or to agree with the provider or providers to, change in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Provided all City employees, including unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over such changes or their effects during the term of this Agreement.

Article 27

Seniority

27.1 Seniority for the purposes of this article shall be by job classification. In any case of layoff, recall, or scheduling of vacation, the following factors shall be considered:

- a. Continuous service with the City.
- b. Ability to perform the work, and
- c. Physical fitness.

When it is determined that factors "b" and "c" above are substantially equal, then continuous service with the City shall govern.

27.2 Continuous service with the City for seniority purposes shall continue to accrue during all types of leave, except that leave of absence without pay for thirty (30) calendar days or more.

27.3 Seniority shall be used only for the purpose of layoff and recall and scheduling vacations.

27.4 In the event of a layoff for any reason at any rank, employees shall be laid off accordance with the factors set forth in Section __.1 (above). Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given the opportunity to displace an employee in the lower classification in the same department regardless of that employee's continuous service with the City.

27.5 An employee on layoff shall be recalled to an available job accordance with the factors set forth in Section 27.1 (above). The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work to the Human Resources Director and the Chief of the Fire Department. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person shall be terminated for all purposes.

27.6 An employee shall lose his seniority as a result of the following:

- a. Termination,
- b. Retirement,

c. Layoff exceeding twelve (12) months, or the number of months of Fire Department service, whichever is less, or

d. Violation of the provisions of the current City of Leesburg Personnel Policies and the published Leesburg Fire Department Rules and Regulation, Operating Procedures and General Orders and rules and regulations issued by the Chief or his designee where those provisions provide penalties for failure to adhere to them.

27.7 No new employees shall be hired until all laid-off employees have been notified of recall as specified in Article 27.5 (above). Employees “down bumped” as the result of a lay-off will be returned to their prior classification before any new promotions are made.

Article 28

Probationary Period

28.1 An employee initially employed into the unit shall be on probationary status for one year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time during the probationary period. Such termination shall not be reviewable under the grievance-arbitration procedure.

Article 29

Work Rules

29.1 Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Fire Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures and the Chief’s Directives as they may be amended from time to time.

29.2 Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Chief of the Fire Department, provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on the departmental bulletin board.

29.3 Changes proposed by the City to Personnel Policies, Rules & Regulations, General Orders, Departmental Procedures, or Standard Operating Procedures or Guidelines that would impact wages,

hours and/or terms and conditions of employment shall be provided to the union a minimum of 14 days prior to implementation. If after review, the Union requests bargaining over the impacts the proposed change will have on wages, hours and/or terms and conditions of employment, the City agrees not to implement the proposed change until the collective bargaining procedures as outlined in Chapter 447 have been completed.

Article 30

Bulletin Boards

30.1 The Union shall be allowed to mount a suitable bulletin board, measuring 3' x 4' next to the City's bulletin board, one at each station, for the following notices only:

- a. Union literature;
- b. Notices of Union meetings;
- c. Recreational and social affairs of the Union; and
- d. The Union's Charter.

30.2 No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this Article shall be posted.

30.3 No material, notices or announcements shall be posted except as provided in Section 30.1 and unless signed by the Union President, or his designee, and approval by the Fire Chief or his designee is granted. Any violation of this article by the Union shall entitle the City to cancel immediately the provisions of this article and to remove bulletin boards or to revoke the privileges of use.

Article 31

Shift Exchanges

31.1 Shift exchange or shift swapping shall be continued in accordance with current Department practice. Shift exchange or shift swapping shall not be permitted where the swap creates any overtime pay obligation for the City.

31.2 An employee may exchange shifts on an unlimited basis.

31.3 All requests for shift swapping shall be submitted to the employee's supervisor. Requests for shift swaps for durations of less than twelve (12) hours may be submitted to the employee's supervisor and approved verbally. Requests for shift swaps for durations of more than twelve (12) hours must be submitted to the employee's supervisor in writing at least forty eight (48) hours in advance of his/her

scheduled shift swap. The Battalion Chief or his designee has the final authority to approve or disapprove shift swapping and may exercise that authority when appropriate. All shift swaps will be recorded in the station journal.

31.4 A person working in a higher rated classification shall not be deemed working out of classification.

Article 32

Union Dues

32.1 City agrees that upon receipt of a voluntary written individual notice signed by a bargaining unit employee on the form set forth in Appendix "B-1" which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Union dues. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Union in the form set forth as Appendix "B-2" which is attached hereto and made a part hereof.

32.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union thereafter.

32.3 The Union agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City's compliance with the provisions of this article.

32.4 The Union will initially notify the City as to the amount of dues for an individual. Such notification will be to the City in writing signed by a representative of the Union. Any change in Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of any such changes.

32.5 A service charge of \$10.00 per month shall be charged to the Union to cover expenses incurred by the City and may be deducted before the proceeds are remitted to the Union.

Article 33

Promotions

33.1 This article applies to promotion to the ranks of Engineer and Lieutenant. It excludes promotion to the rank of Fire Inspector and Battalion Chief; this is appointed. In the event the Fire Inspector seeks to move to the combat group, he shall bid from his rank before he was a Fire Inspector and shall be credited for his time in rank.

33.2 A promotional test shall be administered on the second Monday of January or June for Engineer, and on the fourth Monday of January or June for Lieutenant, whichever is applicable to the current roster status.

33.3 Once established, promotional rosters shall remain in effect for eighteen months plus two weeks, expiring on February 1 or July 1 respectively. In the event a roster becomes exhausted before its expiration date, the immediately following January or June date shall be used as the new test date. The Fire Chief shall have the prerogative to appoint a person to a vacant position until the next roster is established.

33.4 A promotional board shall be established to preside over promotional testing. The board shall be comprised of the Fire Chief or designee, as chairperson, the Human Resources Director or designee, and a member of the bargaining unit. All applicants must meet eligibility requirements by the test date and time.

3.5 The Fire Chief, or designee, shall have the responsibility for the composition of the written and practical tests, and other tests as appropriate and standard in this industry. The questions for the written exam shall be composed from questions provided by a certified testing agency or book publisher and shall be applicable to the City of Leesburg. The practical tests shall be composed from industry standard textbooks and related materials.

33.6 A practical and oral committee shall be appointed by the promotional board. Each shall have at least three members.

33.7 The test for Engineer shall be scored as follows (4 part exam):

- Written exam worth 100 points
- Practical street exam worth 100 points
- Driving course exam worth 100 points
- Pumping evolution exam worth 100 points

Each candidate must receive a minimum grade of 70% to proceed to the next portion of the test.

Each candidate must receive a minimum score of 70% on each of the four (4) exams to be placed on the promotional roster. Each candidate may be awarded ½ point per year of service with the Leesburg Fire Department to a maximum of 7.5 points.

Bonus points may be awarded, to a maximum of 15 points:

- One half (1/2) point per year of service with the Leesburg Fire Department, to a maximum of 7 ½ points.
- One half (1/2) point for child car seat installation technician

- One half (1/2) point for current CPR Instructor (Instructed a minimum of two (2) classes in the previous 18 month period)
- One (1) point for Fire Officer I Certification
- One (1) point for State Certified Fire Inspector
- One (1) point for State Certified Fire Instructor
- One and a half (1 1/2) points for Associates Degree (limited to one Associates Degree); or
- Two (2) points for Bachelor Degree (limited to one Bachelor Degree)

Minimum requirements for promotion to Engineer:

- Two (2) consecutive years of service as Leesburg firefighter since last date of hire.
- Current evaluation of at least meets expectations.
- 40 hour certificate in Fire Service Hydraulics
- 40 hour certificate in Apparatus Operations
- In lieu of the two (2) 40-hour certificates above, an 80 hour certificate of the combination of the two
- Valid Florida Driver's License with less than 7 points on the license
- Completion of WOC/DE Program

33.8 The test for Lieutenant shall be scored as follows (4 part exam):

- Written exam worth 100 points
- Fire based scenario test worth 100 points
- Oral interview worth 100 points
- Personnel supervisory skills evaluation worth 100 points

Each candidate must receive a minimum score of 70 percent to proceed to the next portion of the test.

Each candidate must receive a minimum score of 70% on each of the four (4) exams to be placed on the promotional roster.

Each candidate may be awarded bonus points (maximum of 15) as follows :

- One half (1/2) point per year of service with the Leesburg Fire Department, to a maximum of 7 ½ points.
- One half (1/2) point for car seat technician
- One half (1/2) point for current CPR Instructor (Instructed a minimum of two (2) classes in the previous 18 month period)
- One (1) point for Fire Officer II Certification

- One (1) point for State Certified Fire Inspector
- One (1) point for State Certified Fire Instructor
- One and a half(1 1/2) points for Associates Degree (limited to one Associates Degree); or
- Two (2) point for Bachelor Degree (limited to one Bachelor Degree)

33.10 Minimum Requirements for promotion to Lieutenant

- Two (2) consecutive years in grade as Leesburg Fire Engineer since last date of promotion.
- Current evaluation of at least “meets expectations”
- Florida State Fire Officer I certification

33.11 A current list of source materials to be used for promotional testing shall be posted at all times in each fire station. If the Fire Chief changes the materials to be used, the new materials shall be posted no less than 60 days prior to the next promotional test. Three copies of the current materials shall be kept at the public library reserved for combat personnel use.

33.12 The Fire Chief shall have the prerogative to choose from the top two candidates on the Engineer and Lieutenant promotional rosters.

Article 34

Grievance and Arbitration

34.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

34.2 A “grievance” is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee (“employee” as used herein being understood to include the plural for purposes of this Article) or by the Union. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The City need not entertain or process under this Article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

34.3 Any action or activity begun by the administration giving rise to a class action grievance, upon the filing of the grievance by the union, shall be suspended until such time as the grievance process has been

completed and resolved. If the activity/action is deemed to be in violation of this agreement, it shall be terminated.

34.4 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within ten (10) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within seven (7) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within ten (10) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by any representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or Union, within seven (7) calendar days following receipt of the answer in the first step, may forward it to the Fire Chief. The Fire Chief shall, within seven (7) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Fire Chief shall notify the aggrieved employee in writing of the decision not later than seven (7) calendar days following the meeting date.

Step 3: If the grievance is not fully and conclusively resolved at the second step, the grievant or Union, within seven (7) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the City Manager. The City Manager may, but need not, hold a meeting with the grievant or Union regarding the grievance. The City shall notify the grievant and the Union of the City Manager's decision within seven (7) calendar days following receipt by the City Manager of the grievance. The decision of the City Manager shall be determinative of the grievance (unless modified by a decision made in compliance with the following arbitration procedure).

34.5 Arbitration If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the City Manager's decision in Step 3, may give to the City Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union

with respect to the unresolved grievance. The Union Executive Board maintains exclusive authority to determine whether a grievance is to be processed to arbitration.

a. Within fourteen (14) calendar days from receipt of such notice, the parties shall confer to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Services. The Union and then the City will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.

b. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be borne equally between the City and the Union. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

c. The submission to the arbitrator shall consist exclusively and entirely of the written grievance as submitted in Steps 1, 2, and 3 of the grievance procedure, and shall include a copy of this agreement.

d. The power and authority of the arbitrator shall be strictly limited to and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this agreement to the City or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.

e. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any case.

f. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from other sources that he may or might have received or did receive during the period for which the back pay was awarded. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of thirty (30) calendar days prior to the date of the filing of grievance at Step 1.

g. This decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

h. It is agreed, with respect to this grievance and arbitration procedure, that:

1. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ten (10) calendar days after knowledge of a final decision which results in the action which is the subject of the grievance.

2. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph A above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step, and failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.

3. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the City Manager.

4. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

5. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

- a. a statement of the grievance and facts upon which it is based;
- b. the section or sections of this agreement claimed to have been violated;
and
- c. the remedy or correction requested.

6. All grievance hearings will be during normal business hours.

7. All grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to

Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit it may describe the unit generally.

8. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 8:30 a.m. until 4:30 p.m., Monday through Friday to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service. Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this agreement, presentation or advancement shall be timely if made on the next business day following such Saturday, Sunday or holiday.

9. Nothing in this agreement shall prohibit the presence of a Union representative at any meeting held at Step 1, 2, or 3 of this procedure. In cases where a grievance has been presented by an employee without participation of the Union, the City and the aggrieved employee shall be obligated to give the Union reasonable prior notice of any and all meetings or other procedures involving the grievance, other than informal discussion between the aggrieved employee and his immediate supervisor. The Union will be permitted to be present at scheduled meetings, and any adjustments of the grievance will not be inconsistent with the express terms of this Agreement.

Article 35

Notice

35.1 Any notice to be given under this Agreement shall be given by certified mail; if given by the Union to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630; and any such notice if given by the City to the Union shall be addressed to Union President, Post Office Box 491350, Leesburg, Florida 34749-1350.

Article 36

Sanitation, Maintenance and Upkeep

36.1 The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses.

36.2 The City and the Union agree that employees shall be required to perform repair, maintenance and routine tasks and duties relative to their equipment and fire stations. Routine tasks and duties shall include items such as sweeping, mopping, cleaning windows, washing and polishing apparatus. The City agrees that tasks normally requiring the expertise of a licensed professional of the trade shall not be required to be performed by a unit employee.

36.3 Nothing in Article 36.2 (above) shall prohibit an employee from performing any of the work if he elects to do so.

Article 37

Off-Duty Employment

37.1 The City permits unit employees to accept employment with other employers, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of unit employees. All unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any unit employee use his position with the City or his uniform for any personal advantage. At no time can other employment or any other work activity of a unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such unit employee. No off-duty work will take place while an employee is receiving PTO for any medical leave-related purpose related to illness or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Chief with the concurrence of the Human Resources Department. It is understood that no employee will be covered by worker's compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. No employee shall utilize other on-duty City employees, or City equipment, facilities or vehicles in connection with any off duty employment.

Article 38

Uniform of the Day

38.1 The City and the Union agree that the uniform of the day shall consist of the dress style or optional "T" shirt and pants or shorts. The City shall have the right to determine the color of the uniforms.

Article 39

Locker Space

39.1 The City's present practice of providing an employee a locker shall be continued so long as the current buildings are used for the fire protection purposes and it is otherwise convenient for the City.

Article 40

Employee Parking

40.1 The City's present practice of providing an employee parking shall be continued so long as the current buildings are used for the protection purposes or it is otherwise convenient for the City.

Article 41

Reproduction of Agreement

41.1 The City will furnish one "hard" copy and one compact disc of this Agreement and the current City of Leesburg Fire Department Rules and Regulations as issued and/or amended from time to time to each station and a hard copy or CD to the Union Executive Board , as the latter may elect. The agreement shall also be made available on a shared City network drive.

Article 42

Severability

42.1 If any article or section of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

Article 43

Transportation

43.1 When an employee is directed to change stations while on duty, the City shall provide transportation.

43.2 If an employee changes stations during the work day, he shall be transported back to original work location not later than the end of his shift.

43.3 In the event an employee elects to use his own vehicle for transportation between stations, he shall not be reimbursed for such expense.

43.4 If an employee is directed to attend a program or participate in some Fire Department related activity outside the City of Leesburg, the City shall either provide transportation or reimburse an employee using his vehicle on the basis of the City's current mileage rate.

43.5 No other transportation at the City's expense is provided except as set forth herein.

Article 44

Union Meetings

44.1 The Union may make application to the City to use any public facility on the same terms and conditions as any other private or public organization.

44.1 Once per quarter, the Union may hold Union meetings at a Fire station. The meetings shall be limited to Union Representatives and Union members and shall be held only after 5:00 p.m. The meetings shall not last more than two (2) hours and shall not interfere with work time. The Union shall notify the Chief in writing of the meeting dates.

44.3 Any off duty time spent at a Union meeting by an employee is not City paid time for any purpose.

Article 45

Company Surveys

45.1 The intent of the In-Service Fire Safety Survey is to reduce fire injuries and deaths and damages that are the result of uncontrolled fires in commercial facilities within the boundaries of City of Leesburg. The Program will also provide the following; an opportunity for Fire Department personnel to familiarize themselves with conditions in buildings enabling them to fight fires more effectively and safely; will improve facility housekeeping standards; assist the owner/occupant with maintaining private fire protection systems; assist with controlling special hazards, processes, storage of flammable and combustible liquids, and explosives; will promote positive public relations between LFD personnel and the citizens of Leesburg.

45.2 The In-Service Fire Safety Survey will be performed by line fire personnel (Lieutenant, Driver/Engineer, Firefighter) who have received approved training via the Florida State Statute 633.081(4) criteria, are supervised (directly or indirectly) by a certified Fire Inspector (Florida State Statute (633.081(4))), and meet the requirements of Florida State Statute 633.35 (Firefighter II certification). The surveys performed by line personnel are intended to be a survey of basic and common fire and life safety hazards. Line fire personnel will not be required to conduct follow-up surveys when violations have been identified.

45.3 This policy will outline the In-Service Fire Safety Survey as it relates to commercial structures and properties. It will detail a typical fire survey and the procedures that are to be followed when performing the company survey.

Article 46

Complete Agreement

46.1 The City and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity and unlimited right to make proposals concerning any subject or matter required by law to be a mandatory subject of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that opportunity or right are set forth in this Agreement. Therefore, it is agreed that during the term of this Agreement, the parties shall not be required to engage in further collective bargaining covering any subject or issue either herein agreed upon or which was discussed by the parties during the negotiation of this Agreement. It is understood, however, that nothing herein shall prevent the parties from engaging in further collective bargaining should they mutually agree to do so.

Article 47

Duration

47.1 Upon adoption by resolution of the City, this Agreement shall be effective October 1, 2011, and shall continue in full force and effect until midnight September 30, 2014, when it shall terminate.

47.2 This Agreement shall automatically be renewed from year to year, unless either party notifies the other, in writing, not less than one hundred fifty (150) days, nor more than one hundred eighty (180) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives this _____ day of _____, 2011.

For the Union:

For the City:

Allen Shaffer, Union President

Jay M. Evans, City Manager

Brian Trinder, Union Vice President

Kevin Bowman, Fire Chief

Nathan Barlow, Union Treasurer

This Agreement approved upon adoption by resolution of the City Commission of the City of Leesburg on the _____ day of _____, 2011.

William L. Polk, Mayor

Attest: _____
Betty Richardson, City Clerk

APPENDIX "A-1"

PAYROLL DEDUCTION AUTHORIZATION
FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC

I hereby authorize the City of Leesburg to deduct from wages each month the current normal monthly Union dues and to transmit this amount to the Treasurer of the Professional Firefighters of Leesburg, Local 2957; I.A.F.F. AFL-CIO-CLC. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Received by City Finance
Department on:

Date

BY: _____

Employee Signature

Date

Payroll Number

Deduction Amount: _____

Bi-Weekly _____ Monthly _____

APPENDIX "A-2"

REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION
FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC

I hereby revoke my previous written authorization for the withholding of union dues and hereby instruct the City of Leesburg to stop deducting from my wages each month the current normal monthly dues for the Professional Firefighters of Leesburg, Local 2957, AFL-CIO-CLC.

Received by City Finance
Department on:

Date

Employee Signature

BY: _____

Date

Payroll Number

Appendix "A-3"

PTO ACCRUAL CHART

Years of Service	Accrual (# of hrs)
0-4 Years	265.60
5 Years	273.60
6 Years	281.60
7 Years	289.60
8 Years	297.60
9 Years	313.60
10 Years	320.80
11 Years	328.00
12 Years	335.20
13 Years	342.40
14 Years	349.60
15 Years	356.80
16 Years	364.00
17 Years	371.20
18 Years	378.40
19+ Years	385.60

APPENDIX "A-4"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP ONE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED
---------------	--------------------	---------------------------------

STEP ONE: (Within ten (10) working days of occurrence of grievance.)

GRIEVANCE PRESENTED ORALLY OR IN WRITING TO SUPERVISOR:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Supervisor's Signature Date

CONTRACT PROVISION ALLEGEDLY VIOLATED: ART. _____ SEC. ____

DESCRIPTION OF GRIEVANCE: _____

REMEDY SOUGHT: _____

SUPERVISOR'S ANSWER IN WRITING (Within seven (7) working days from received date above). GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
Supervisor's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Director of Personnel
Fire Chief

APPENDIX "A-5"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP TWO

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED
---------------	--------------------	---------------------------------

STEP TWO: (Within seven (7) working days after receipt of reply in Step One.)

Date of reply to Step One

GRIEVANCE PRESENTED IN WRITING TO FIRE CHIEF:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Fire Chief's Signature Date

DATE MEETING HELD BY FIRE CHIEF WITH EMPLOYEE (within seven (7) working days from date received above.)

Meeting Date

FIRE CHIEF'S ANSWER IN WRITING (Within seven (7) working days of meeting).

GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
Fire Chief's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Director of Personnel

APPENDIX "A-6"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP THREE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED
---------------	--------------------	---------------------------------

STEP THREE: (Within seven (7) working days after receipt of reply in Step Two.)

Date of reply to Step Two

GRIEVANCE PRESENTED IN WRITING TO CITY MANAGER:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
City Manager's Signature Date

CITY MANAGER'S ANSWER IN WRITING (Within seven (7) working days of meeting). GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
City Manager's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Personnel